REMARKS

Claims 120 – 125 have been cancelled, leaving three independent claims that have been examined, 126, 128, and 129. On the chance that the Examiner may have found claim 126 or 129 to be ambiguous, the Applicant added a clarifying amendment to each, as discussed below, which does not change its scope. The Applicant also copied the three independent claims into system form claims and added a few dependent claims.

Claim 126 stands rejected under §102 as anticipated by Johnson. A novel element in claim 126 is the last clause: "sending to the third computer via the network an electronic copy of the work of authorship". Claim 126 specifies that this is done by the server after the server receives "from the third computer on the network a message indicating acceptance of the offered terms". Johnson does not suggest that an electronic copy might be sent to the third computer by the server system to which the third computer has sent a message indicating acceptance of the offered terms after the server receives the message from the third computer indicating acceptance of the offered terms.

Therefore, claim 126 as last examined by the Examiner is allowable over Johnson. To eliminate any possible ambiguity that the last step of claim 126 is a step that happens only after the step of the server receiving the message indicating acceptance of the offered terms, applicant has amended claim 126 to add the words "as a consequence of having received the message indicating acceptance of the offered terms". The Applicant maintains that this is not a change in scope of claim 126 but is merely offered to eliminate any ambiguity that anyone might find in the prior language of claim 126.

The Examiner correctly points out that, in Johnson, the third computer will typically have an electronic copy of the work of authorship and that this copy might well have been received across a network such as the Internet. However, as taught by Johnson, the third computer will typically have the electronic copy before an acceptance of the offered terms of license is sent to a server. That is, after a user views the electronic copy of the work of authorship, the user will then go to the license offering web site to request a license to make copies or other uses of the electronic work of authorship.

However, claim 126 specifies something quite different from this. Claim 126 covers the situation where, although the user may already have an electronic copy of the work of authorship, the user would prefer to have a new electronic copy with preferred formatting such as digital watermarking. The Applicant's company has been providing such a service of sending a new electronic copy with preferred formatting after the license has been accepted and this service is quite popular.

Independent claim 128 stands rejected under §103 as obvious in light of Johnson. The Examiner asserts that Johnson discloses that a authorized user can order "paper copies" via the clearinghouse system. This is incorrect. The Examiner suggests that the "order option" disclosed in column 10 line 55 is a request that copies be supplied to the user. This is incorrect. Column 9 lines 35 – 54 of Johnson, as well as Figure 4, show how the word "order" is used in Johnson. In Johnson, each "order" is a request for the granting of a license to specified rights. As stated in column 9 lines 36 – 37, the "order" table disclosed by Johnson "provides a dynamic log of write authorizations and denials". As disclosed in lines 44 – 48 of column 9, each order record "identifies the right ordered."

Johnson does not teach anything like the invention specified by claim 128 because Johnson does not suggest that printers would be coupled to the system for printing paper copies as a consequence of having received the user's acceptance confirming that the user has purchased a license to create copies or have them created.

Claim 129 stands rejected under §102 as anticipated by Johnson. Johnson does not teach that the record of a granted license that is stored in the system might be made available for lookup by anyone from any computer on a publicly accessible network.

In fact, Johnson teaches away from claim 129. Johnson teaches that information required for offering licenses is made available to the rights holders on a publicly accessible network, but it is not made available to any member of the general public. In column 3 at lines 48 – 50, Johnson states that the "right holders themselves" may add, delete, and edit information on the rights management side of the system. Indeed, if access to this side of the system were allowed to the public, a member of the public could change the rules for licensing a work to make it free.

Although Johnson teaches the first part of element (f) of claim 129, "storing a record of the accepted license", Johnson teaches that this record, like all of the other information that is to be modified only by the publisher or other owner of the rights in question, should not be made "available for lookup by anyone from any computer on the publicly accessible network." Because Johnson teaches away from claim 129, this shows that the invention of claim 129 is not obvious in view of Johnson.

Respectfully submitted,
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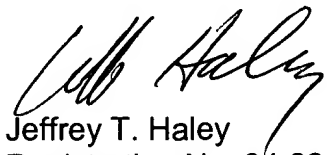

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